

Last Updated: 11th May, 2023

1. INTRODUCTION

- 1.1. Welcome to VoyageAR, a platform that provides virtual spaces ["Metagates"] for displaying and interacting with non-fungible tokens ["NFTs"] and 3D assets. These Terms of Service [the "Terms"] govern your access to and use of VoyageAR, provided by VoyageAR ["we", "us", or "our"].
- 1.2. In these Terms, "you" and "User" refer to any individual or entity accessing or using VoyageAR. "Metagate Owner" refers to any User who owns the NFT corresponding to a specific Metagate.
- 1.3. By accessing or using VoyageAR, you agree to be bound by these Terms. If you do not agree with these Terms, you must not access or use VoyageAR.

2. ELIGIBILITY AND USER ACCOUNTS

- 2.1. Age and Eligibility Requirements
 - 2.1.1. To use VoyageAR, you must be at least 18 years old or, if you are between 13 and 18 years old, you may use VoyageAR under the supervision of a parent or legal guardian who agrees to be bound by these Terms.
- 2.2. Account Registration and Security
 - 2.2.1. Upon connecting your digital wallet to VoyageAR for the first time, a profile will be created for you. You are responsible for maintaining the security of your digital wallet and of any activity that occurs within your account on VoyageAR.
- 2.3. Account Termination or Suspension
 - 2.3.1. We reserve the right to terminate or suspend your account and access to VoyageAR if you breach any of these Terms. Such termination or suspension may result in the removal of your NFTs and 3D assets from your Metagates, blacklisting of your wallet address, IP ban, and/or other actions necessary.

3. USAGE GUIDELINES

- 3.1. Metagate Content Guidelines
 - 3.1.1. Licenses for 3D Files: Any 3D files uploaded to the platform must be done so with the correct permissions or licenses from their creator. Users must ensure they have the necessary rights to use and display 3D files and must respect the intellectual property rights of the creators.
 - 3.1.2. NSFW and Mature Content: If you display any NFT or 3D asset that contains mature content, you must toggle the Mature setting to indicate that the Metagate is intended for mature audiences. Users should not place NFTs or 3D assets that contain overly sexualized images, themes, or excessively graphic violence/gore.
 - 3.1.3. No Malicious Files: Users must not upload or display any files that contain malware, viruses, or any other malicious code that may harm the platform or other Users. VoyageAR reserves the right to remove any content deemed malicious at its discretion.
 - 3.1.4. No Hate Speech or Discrimination: NFTs and 3D assets should not contain any content that promotes hate speech, discrimination, violence, or harassment towards any individual or group based on race, ethnicity, gender, sexual orientation, religion, or any other characteristic.

- 3.1.5. Respect for Real-life Religions and Cultures: NFTs and 3D assets can include elements inspired by real-life religions and cultures but should not be offensive, disrespectful, or promote any specific religion or belief system.
- 3.1.6. Moderate Political Content: While NFTs and 3D assets can contain political themes or messages, they should not promote extreme ideologies, incite violence, or spread misinformation.
- 3.1.7. User Responsibility and Liability: Users are solely responsible for ensuring the content they display in their Metagates adheres to these Terms and should be aware of the potential impact it may have on others. VoyageAR cannot be held liable for any issues, disputes, or legal actions that may arise due to the content or actions of Users using the platform.

4. METAGATE OWNERSHIP AND ACCESS

- 4.1. Owning the NFT
 - 4.1.1. To access a Metagate, a User must own the corresponding NFT. Access to Metagates is granted only to the wallet address associated with the ownership of the respective NFT. Users are responsible for ensuring the security of their digital wallets and the NFTs they own.
- 4.2. Transfer of Metagate Ownership
 - 4.2.1. Users may transfer ownership of a Metagate by transferring the corresponding NFT to another User. Upon transfer of a Metagate NFT, the new owner inherits all rights and responsibilities associated with the Metagate. All content within the Metagate, including NFTs and 3D assets, will be removed, and the Metagate will be reset to its default state for the new owner to customize as they see fit.

5. TRADEMARKS AND COPYRIGHTS

- 5.1. VoyageAR, its logo, and all other proprietary identifiers used by us in connection with VoyageAR are trademarks of Protocol: Gemini. Other trademarks, service marks, and logos used on VoyageAR are the trademarks of their respective owners.

6. THIRD-PARTY SERVICES AND LINKS

- 6.1. External Websites and Services
 - 6.1.1. VoyageAR may contain links to external websites and services that are not under our control. When you access such external websites or services, you do so at your own risk, and you will be subject to the terms and conditions of those websites and services.

7. PRIVACY AND DATA PROTECTION

- 7.1. Please refer to our Privacy Policy for information on how we collect, use, and protect your personal information.

8. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

- 8.1. VoyageAR is provided on an "as-is" and "as-available" basis, without warranties of any kind, either express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement. While we strive to do everything in our power to make VoyageAR secure, we cannot guarantee its complete security and safety from bad actors, especially during our beta phase. We do not warrant that VoyageAR will be available on an uninterrupted, timely, secure, or error-free basis.
- 8.2. In no event will we, our affiliates, or our respective officers, directors, employees, or agents be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, or use, arising out of or in connection with these Terms or your use of VoyageAR.

9. INDEMNIFICATION

- 9.1. You agree to indemnify, defend, and hold harmless VoyageAR Inc., its affiliates, and their respective officers, directors, employees, and agents from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or related to your breach of these Terms or your use of VoyageAR, including but not limited to your NFTs, 3D assets, any use of VoyageAR's content other than as expressly authorized in these Terms, or your violation of any applicable laws, rules, or regulations.

10. GOVERNING LAW AND DISPUTE RESOLUTION

- 10.1. These Terms shall be governed by and interpreted in accordance with the laws of Arizona, USA in which VoyageAR is established, without regard to its conflict of law provisions.
- 10.2. Any disputes arising out of or in connection with these Terms or your use of VoyageAR shall be resolved through good faith negotiations between the parties. If the parties are unable to resolve the dispute through negotiation, the dispute shall be submitted to binding arbitration in accordance with the rules of a recognized arbitration institution agreed upon by the parties, and the decision of the arbitrator(s) shall be final and binding on both parties.

11. CHANGES TO THESE TERMS

- 11.1. We reserve the right to modify or update these Terms at any time, in our sole discretion. Any changes will become effective immediately upon posting on VoyageAR. By continuing to access or use VoyageAR after any changes to these Terms, you agree to be bound by the updated Terms.

12. CONTACT INFORMATION

- 12.1. If you have any questions, concerns, or comments regarding these Terms or VoyageAR, please feel free to contact us at support@ar.voyage.

13. MISCELLANEOUS

- 13.1. If any provision of these Terms is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect and enforceable.
- 13.2. Our failure to enforce any right or provision of these Terms shall not be deemed a waiver of such right or provision.
- 13.3. These Terms, along with our Privacy Policy, constitute the entire agreement between you and VoyageAR with respect to VoyageAR and supersede any prior agreements or understandings, whether written or oral, between you and VoyageAR relating to the subject matter hereof.